

**The Administrators of the Tulane Educational Fund (“Tulane”)
Assumption of Risk, Waiver, Indemnity and Release from Liability**

In consideration of the use of the property, facilities, equipment and/or services of Tulane University, including, without limitation, Club Sports sponsored by the Department of Campus Recreation (“Campus Recreation”) and the Tulane Reily Student Recreation Center (the “Reily Center”), including any travel related thereto, I agree as follows:

- 1. Informed Consent of Risk Factors:** I have been informed of, understand and acknowledge that the use of equipment and facilities provided by Campus Recreation and participation in Campus Recreation programs (Intramural, Club Sports, Informal, Instructional Group Fitness, Physical Sports, Weight and Cardiovascular Training, Swimming and other programs and services sponsored by Campus Recreation and/or activities occurring in the Reily Center building) involves risks such as, but not limited to, the following: risk of property damage, bodily injury, illness and possibly death. Possible injuries may include cuts, abrasions, sprains, dental and eye injuries (which may cause blindness), bone fractures, spinal injuries (which may cause paralysis), head injury, concussion, and heart failure. These risks may result from the use of any equipment, the facilities, the activity itself, travel to and from venues, social activities, training, practices, competitions, the acts or omissions of others, the acts or omissions of Tulane, or from the unavailability of emergency medical care. I acknowledge that my participation is voluntary and that any activity may be unsupervised.
- 2. Assumption of Risk:** I hereby assume all risks which are involved with or arise out of the use of equipment or facilities, the activity itself, the acts of others, the acts of Tulane, omission of an act, or the unavailability of emergency care, including but not limited to those risk factors described in Section 1 above.
- 3. Acknowledgment of Policies and Procedures:** I acknowledge that I have read (or, if I have not read, I agree to read prior to use or participation) all policies and procedures provided by Campus Recreation and/or the Reily Center relating to the activities, facilities, and/or equipment and understand that the safe and proper use of facilities, equipment, or participation in activities is dependent upon carefully following such policies and procedures. I agree to abide by all rules of any sport in which I participate, and I acknowledge it is my responsibility to provide and use appropriate protective equipment.
- 4. Prerequisite Health, Skills and Training:** I am aware of all applicable personal medical needs, and I am aware of any health related reasons or problems which preclude my participation in any activity and will follow any restrictions that may be applicable to my situation. I acknowledge that I have the requisite fitness, skills, qualifications, physical ability, and training necessary to properly and safely use the equipment, facilities, and to participate in any activity in which I engage. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in any activity, then I will direct such questions to the appropriate staff member on site.
- 5. Release, Indemnify and Defend:** I hereby agree to release, indemnify, defend and hold harmless The Administrators of the Tulane Educational Fund d/b/a Tulane University, and all of its officers, administrators, employees, and agents (hereinafter jointly referred to as “the indemnitees”), from and against any and all claims, causes of action, injuries, damages, losses, or costs or expenses (“claims”) arising out of the use of the property, equipment, facilities and/or services of Campus Recreation and/or the Reily Center or the participation in any programs referenced in Section 1, including those claims based on death, bodily injury, illness or property damage, regardless of whether caused, in whole or in part, by negligence or other legal fault of any of the indemnitees.
- 6. Waiver:** I hereby waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims that are not known or suspected to exist by the releasing party at the time of execution of the release. This means, in part, that I am releasing unknown future claims.
- 7. Commitment to Pay:** I agree to pay for any and all damages to any property of any of the indemnitees caused by my negligence or intentional conduct.
- 8. Representatives:** I sign this Assumption of Risk, Waiver, Indemnity and Release (the “Release”) for myself and on behalf of my heirs, assigns and legal representatives.
- 9. Consent for First Aid And/Or Emergency Treatment:** As a participant in any activity sponsored by Tulane, I hereby consent to first aid medical treatment and/or emergency medical treatment, if available, in those situations that may arise where I am unable to consent prior to such treatment.

10. **Insurance:** I understand that Tulane does not carry insurance for my medical expenses. I agree that I am responsible for payment for any medical treatment as a result of any injury. I acknowledge that Tulane encourages me to have a medical physical examination and purchase health insurance prior to any and all participation in Campus Recreation and/or Reily Center activities.

11. **Recording Release:** I recognize and acknowledge that Tulane may record my participation and appearance in activity on any recorded medium (including, but not limited to video, audio, photos) for use in any form (including, but not limited to print, websites, blogs, internet). I authorize such recording and release Tulane to use my name, likeness (including distorted or composite likenesses), voice, and biographical material, and to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. I further authorize Tulane to use material from blogs associated with such activity without restrictions or limitations for any educational or promotional purpose. I further authorize Tulane to copyright any such recorded media.

12. **Vehicle Responsibility:** I am aware that if I provide a vehicle not owned and operated by Tulane for transportation to, at, or from any activity, or if I am a passenger in such vehicle, Tulane is not responsible for any damage caused by or arising from such transportation. I hereby accept full responsibility and liability for myself and my passengers, without recourse against Tulane, and I acknowledge that I have automobile liability insurance in at least the minimum amount required by the jurisdiction in which my vehicle is registered.

13. **Acknowledgment:** I have read and understand this Release and realize it relates to surrendering and releasing valuable legal rights and I sign it freely and voluntarily, and acknowledge that my signature is required before I may use the Reily Center or participate in activities sponsored by Campus Recreation or the Reily Center.

14. **Consent and Release on Behalf of Minor:** As a parent or legal guardian, in addition to signing this Release on my behalf, I also sign on behalf of my minor children or wards, to the extent they use the property, facilities, and/or services of Campus Recreation or the Reily Center, including any travel related thereto. I have read and understand this Release and realize it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of this Release with respect to myself, and my minor children and wards. I also give my specific consent to the participation by my minor children or wards in services and programs of Campus Recreation or the Reily Center including any travel related thereto. I hereby consent to the administration of first aid medical treatment and/or emergency treatment, if available, for my minor children or wards, in those situations where Tulane or its agents are unable to obtain my consent prior to such treatment.

15. **Miscellaneous:** This Release shall be governed by the internal laws of the State of Louisiana. If any part of this Release is held to be invalid, such holding shall not affect the enforceability of the other provisions of this Release.

Student Name: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____